

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

In re ) Case No. \_\_\_\_\_  
Matthew Eddie Carson )  
)  
) [ONLY FOR CHAPTER 13 CASES]  
) DEBTOR'S ATTORNEY'S DISCLOSURE  
) OF COMPENSATION AND ANY  
) EMPLOYMENT AGREEMENT, AND  
) APPLICATION FOR COMPENSATION,  
Debtor(s) ) UNDER 11 USC §329 AND FRBP 2016(b)

Debtor's attorney discloses compensation paid or to be paid in the above referenced case. Debtor and debtor's attorney have agreed to attorney compensation, and ☒ have ☐ have not entered into an employment agreement. **A copy of the employment agreement, if any, is attached hereto.**

The applicable schedule for the fee agreement between debtor and debtor's attorney is indicated below . If Schedule 1 or Schedule 2 is selected, debtor(s), acting by and through the undersigned counsel, apply to the court for an order authorizing the compensation specified therein.

☒ **SCHEDULE 1:** The total fee request is \$ 4,750.00 (\$4,750 maximum). This amount represents all fees for the entire life of the case except for appeals or any adversary proceeding. Debtor has agreed to pay fees of \$ 4,750.00 (\$4,750 maximum) and expenses of \$ 0 for a total of \$ 4,750.00 .

☒ Debtor ☐ (specify) \_\_\_\_\_ has paid \$ 200.00 , leaving \$ 4,550.00 to be paid through the plan.

☐ **SCHEDULE 2:** Regarding all services rendered through confirmation of the plan plus the initial audit of claims, debtor and debtor's attorney have agreed upon:

☐ (a) a flat fee (i.e., requiring no itemization) of \$ \_\_\_\_\_ (\$3,450 maximum). Debtor and debtor's attorney have agreed that post-confirmation services (after the initial audit of claims) will be charged as specified in the attached agreement or, if there is no written agreement, as follows:

☐ (b) an estimated total fee of \$ \_\_\_\_\_ and expenses of \$ \_\_\_\_\_. Time records must be kept for all work performed both "pre" and "post" petition. Such records may be requested by the court at any time, and must show the time and rate applied to each service rendered. If the estimated fee exceeds \$3,450, an itemized statement showing the time and hourly rate applied to each service rendered must be filed with the court not less than one week prior to the final confirmation hearing.

☐ Debtor ☐ (specify) \_\_\_\_\_ has paid \$ \_\_\_\_\_, leaving \$ \_\_\_\_\_ to be paid through the plan.

☐ **SCHEDULE 3:** [COMPLETE ONLY IF CURRENT ATTORNEY WAS RETAINED AFTER CONFIRMATION OF A PLAN.] Debtor and debtor's attorney have agreed to the fee arrangements as follows:

☐ Debtor ☐ (specify) \_\_\_ has paid \$\_\_\_, leaving \$\_\_\_ to be paid through the plan.

[If the services specified in a previously submitted Schedule 1 or Schedule 2 (through confirmation and the initial audit of claims) were not completed] The debtor, the debtor's former attorney, and the debtor's current attorney have agreed to the following with respect to the former attorney's fees and will apply for any necessary court order for approval:

**IMPORTANT:**

1. No additional compensation requests will be granted if SCHEDULE 1 is selected, or after a final application is filed if SCHEDULE 2 or SCHEDULE 3 is selected.
2. Supplemental applications for compensation: (a) may only be filed if SCHEDULE 2 or SCHEDULE 3 is selected; (b) will not be considered unless the application is clearly marked as a final compensation application, or unless the supplemental compensation requested is more than \$500 and at least 6 months have expired since the filing of the case or since the filing of any earlier application; and (c) must be filed using LBF #1307, including an itemization of all services previously performed for which no previous itemization and application has been filed.

I certify there is no agreement to share compensation with any other person, except with a regular member, partner, or associate of my attorney firm, except as follows (provide details): \_\_\_.

I further certify that on December 3, 2015 a copy of this document was served on the debtor(s) and trustee.

DATED: December 3, 2015

/s/ Kyle W. Schumacher

Kyle W. Schumacher 121887

Debtor's Attorney

# SAGARIA LAW

A Professional Corporation

2033 Gateway Place  
5<sup>th</sup> Floor  
San Jose, CA 95110

Phone: (503) 535-0620  
Fax: (408) 279-2299  
www.sagariaw.com

6. The CLIENT agrees to have all tax returns filed within ten (10) days of the date of filing the petition, or the CLIENT agrees to sign a motion for the ATTORNEY to withdraw as ATTORNEY of record and seek new counsel.
7. The ATTORNEY is not a child support or tax attorney. The CLIENT understands that any disputes as to the amount of taxes or child support owed, or any matters pertaining thereto are outside this fee agreement and the ATTORNEY will take no action on such matters other than to propose a plan for the payment of child support or taxes owed. CLIENT is advised to seek a qualified tax attorney or CPA and a qualified domestic relations attorney to assist in any tax or child support issue.
8. Recent changes on credit cards, fraud and other matters that give rise to an adversary petition in the bankruptcy court are not the subject of this agreement. The parties either need to sign a new fee agreement or the CLIENT needs to hire additional counsel for any and all adversary proceedings.
9. At any time that the CLIENT has violated his obligation to the ATTORNEY, the CLIENT agrees to sign a motion allowing the ATTORNEY to withdraw as their ATTORNEY AND seek a new attorney to represent them.

## COMPLETION OF PETITION AND SCHEDULES

ATTORNEY shall use reasonable efforts to complete the preparation and filing of the petitions and schedules when all information required has been provided by the CLIENT and the entire fee has been paid. Usually, upon satisfying these conditions, the case will be filed within two (2) weeks, often much sooner. Often filing of a case is delayed until after clients have received their paycheck, to satisfy residency requirements, to let deadlines pass for objections to transfers or dischargeability, or other reasons as discussed with CLIENT. It is the CLIENT'S obligation to get the requested information to ATTORNEY and to make an appointment to review the information with the ATTORNEY. Once all information is obtained, the CLIENT must attend another appointment to review and sign the completed schedules and petition.

If deadlines for foreclosure of real estate or repossession of personal property (vehicle) are involved, it is the obligation of the CLIENT to make an appointment and to bring the required information in order to make it possible for the ATTORNEY to prepare and file the appropriate petition and schedules. It is the CLIENT'S responsibility to inform ATTORNEY of all deadlines, including but not limited to summons, foreclosure and garnishment dates. Prior to the deadlines date it is the CLIENT'S responsibility to contact ATTORNEY to confirm that the petition has been filed and obtain the case number.

Person income taxes (not payroll taxes) may be dischargeable if tax returns have been filed, and the taxing authority has "assessed" the tax due more than three years before you bankruptcy is filed. It is the CLIENT'S obligation to seek information from the taxing authorities as to the assessment date of any personal income taxes if the client has any belief that some of them may now be dischargeable or soon would be dischargeable.

CLIENT(S)



ATTORNEY:



DATE: 11/18/15

2033 Gateway Place, 5<sup>th</sup> Floor San Jose, CA 95110

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5<sup>th</sup> Floor  
San Jose, CA 95110

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FIXED  
ATTORNEY FEE AGREEMENT  
BANKRUPTCY

*Matthew Carson*

THIS AGREEMENT memorializes the entire agreement between Sagaria Law P.C. hereinafter called "ATTORNEY" and the CLIENT(S) who have signed below, in regard to bankruptcy legal services:

BANKRUPTCY: CHAPTER 13

ATTORNEY shall charge:

A total compensation of \$4750 for his services plus \$310 for the court filing fee. This amount represents all compensation for the entire life of the case except for appeals or any adversary proceedings. NO REFUNDS OF ANY FEES SHALL BE MADE TO CLIENTS BUT SHALL BE RECEIPTED WHEN PAID AS PAYMENT OF FEES TO DATE. The filing fee is to be paid by money order or cashiers check in the amount of \$310 made payable to US BANKRUPTCY COURT.

Adversary proceeding and appeal work performed by ATTORNEY shall be charged at a rate of \$300 per hour for the SENIOR ATTORNEY'S time, \$250 per hour for ASSOCIATE ATTORNEY time and \$150 per hour for paralegal time, plus costs of mailing, copying, faxes, court or other outside fees. Additional fees shall be subject to the filing of a supplemental fee petition for court approval, and when approved shall be paid through the PLAN.

The fee is deemed fully earned as payments are made to ATTORNEY, and the ATTORNEY agrees to perform services as the fee is paid, and upon final payment of the fee, unless otherwise agreed in writing, the bankruptcy petitions and schedules will be filed with the court. If the client cancels the ATTORNEY/CLIENT relationship the CLIENT will not be billed for any unpaid portion of the fees agreed to herein, although the attorney shall still receive any fees due through the continuing chapter 13 plan for fees previously approved by the court.

ATTORNEY/CLIENT RELATIONSHIP

1. The CLIENT agrees to be honest at all times with the ATTORNEY, and with the Court and Trustee. The CLIENT is hereby informed that any lack of honesty makes it impossible for the attorney to properly advise CLIENT.
2. The ATTORNEY primarily discusses Chapter 13 issues with the CLIENT in person. This is a very complex area of law, and the facts of each case result in unique situations. IT IS NOT POSSIBLE to properly communicate with one another regarding your chapter 13 over the phone and must be done in person. The attorney spends the majority of the day either in conference with clients or in hearings. The amount of time available for telephone discussions is almost nothing. If you cannot get an answer to a question on the first call, it is your responsibility to make an appointment to discuss issues in person.
3. During the progress of your Chapter 13 case, it is likely that circumstances will change as to income or expenses, and these matters need to be brought to the attention of the ATTORNEY in person at an appointment immediately. Your case will be dismissed or converted if you do not make your plan payment on time. Often the ATTORNEY can take action in you best interests if notified timely of these changes.
4. ATTORNEY shall confer with CLIENT regarding preparation of petitions, first meeting of creditors, preservation of assets, chapter 13 considerations and discharge hearings. ATTORNEY shall prepare original petitions and prepare copies for the court, trustee and client.
5. ATTORNEY shall attend or arrange for other counsel to attend the first meeting of creditors.

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